

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westfield Distributing (South Dakota) Inc.		12/29/2006	CORPORATION: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank		
Street Address:	4th Floor, 201 Portage Avenue		
City:	Winnipeg, Manitoba		
State/Country:	CANADA		
Postal Code:	R3C 2T2		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2501591	HI ROLLER	
Registration Number:	2431575	HI ROLLER	
Serial Number:	78882865	HI LIFE	
Serial Number:	78882844	HI BULK	
Serial Number:	78882878	MINI ROLLER	
Serial Number:	78882821	CONSIGNOR	
CORRESPONDENCE DATA			
Fax Number:	(617)316-8263		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6172390632		
Email:	agrandy@eapdlaw.com		
Correspondent Name:	Adam M. Grandy		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Angell Palmer & Dodge LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		

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**TRADEMARK**  
 REEL: 003455 FRAME: 0708

ATTORNEY DOCKET NUMBER:

301056-1

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Adam M. Grandy

Signature:

/Adam M. Grandy/

Date:

01/05/2007

Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2006 (this "Agreement"), between WESTFIELD DISTRIBUTING (SOUTH DAKOTA) INC. (the "Grantor"), and THE TORONTO-DOMINION BANK (together with its successors and assigns, the "Lender").

### W I T N E S S E T H :

WHEREAS, pursuant to the Second Amended and Restated Financing Letter Agreement, dated as of December 20, 2006 (the "Financing Letter Agreement"), among AG Growth Industries Limited Partnership ("AGLP"), AGX Holdings Limited Partnership ("AGHLP"), the Grantor (the Grantor together with AGLP and AGHLP, collectively, the "Borrowers"), and Toronto-Dominion Bank (the "Lender");

WHEREAS, in connection with the Financing Letter Agreement, the Grantor has executed and delivered a Security Agreement, dated as of December 29, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), whereby the Grantor has granted to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure the obligations of the Borrowers under the Facilities Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Grantor hereby pledges, hypothecates, charges, mortgages, collaterally assigns and grants to the Lender a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor, all of the Grantor's right, title and interest in and to (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not or whether registered or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law

rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a) above, and to the extent applicable, clause (b) above;

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) above and, to the extent applicable, clause (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license described in clause (b) above and all rights corresponding thereto;

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

\* \* \* \* \*

*[Signature Page to Trademark Security Agreement]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

**WESTFIELD DISTRIBUTING (SOUTH  
DAKOTA) INC.**

By: 

Name:

Title:

Grant Anderson  
President

**THE TORONTO-DOMINION BANK**

By: \_\_\_\_\_

Name: Stephen Wannamaker

Title: Vice President and Director


*[Signature Page to Trademark Security Agreement]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

**WESTFIELD DISTRIBUTING (SOUTH DAKOTA) INC.**

By: \_\_\_\_\_  
Name:  
Title:

**THE TORONTO-DOMINION BANK**

By:  \_\_\_\_\_  
Name: Stephen Wannamaker  
Title: Vice President and Director

SCHEDULE I  
to Trademark Security Agreement

**Item A. Trademarks**

Registered Trademarks

<u>Trademark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date/Application Date</u>
Hi Roller Standard Character Mark	2501591	October 30, 2001
Hi Roller Stylized Mark with Arrow	2431575	February 27, 2001
Hi Life Standard Character Mark	78882865	May 12, 2006
Hi Bulk Standard Character Mark	78882844	May 12, 2006
Mini Roller	78882878	May 12, 2006
Consignor	78882821	May 12, 2006

**Item B. Trademark Licenses**

None